

Roger W. Bailey
BAILEY & BUSEY PLLC
411 N. 2nd Street
Yakima, Washington 98901

Phone: 509.248.4282
Facsimile: 509.575.5661
E-Mail: roger.bailey.attorney@gmail.com

Steven H. Sackmann
Sackmann Law, PLLC
PO Box 409
Othello, Washington 99344

Phone: 509-488-5636
Facsimile: 509-488-6126
E-Mail: steve@sackmannlaw.com

Counsel for Sunray Farms LLC & Weyns Farms LLC

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WASHINGTON**

IN RE:

EASTERDAY RANCHES, INC.,

Debtor¹.

Case No. 21-00141-WLH11

**NOTICE TO DEBTOR &
TRUSTEE OF: (A) INTENTION
TO PURSUE LIEN CLAIMS;**

¹ The Debtors along with their case numbers are as follows: Easterday Ranches, In. (21-00141-WLH11) and Easterday Farms, a Washington general partnership (21-00176-WLH11).

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	AND (B) PERFECTION OF LIEN CLAIMS IN LIEU OF FILING PURSUANT TO 11 U.S.C. §546(b)
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Weyns Farms, LLC

Weyns Farms, LLC ("**Weyns**") through its counsel of record, Steven H. Sackmann and Roger W. Bailey hereby gives notice of: (a) the existence of its lien claims pursuant to RCW 60.13 and other applicable law ("**Lien Claims**"); (b) the perfection and intent to continue perfection of the Lien Claims; and (c) the intent to maintain the priority and perfection of said Lien Claims without the necessity of filing suit pursuant to 11 U.S.C. §546(b). In support of the Notice, Weyns represents as follows:

1. Weyns entered into contracts ("**Contracts**") to deliver some of its 2020 Silage Triticale and Silage Corn ("**Farm Products**") to Easterday Ranches ("**Ranches**") and/or Easterday Farms ("**Farms**") collectively identified as "**Easterday**" (See contracts attached to preparer lien claim as Exhibit B & D for copies of contracts). Pursuant to its agreements with Easterday, Weyns delivered \$247,771.97 of Silage Triticale and \$217,252.37

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NOTICE

1 of Silage Corn to Easterday. These deliveries were documented in part by the
2 records attached to the preparer lien claims as Exhibits A & C.
3

4 2. Weyns produced the Farm Products on land it owned or operated
5 during 2020.
6

7 3. All the Farm Products were delivered to Easterday.
8

9 4. Easterday or its affiliates has not made any payments to Weyns
10 on account of the Farm Products.
11

12 5. Easterday remains indebted to Weyns for the unpaid amounts due
13 under the Contracts ("**Remaining Balances**"). The Remaining Balances are
14 due on December 31, 2020 for both Silage Triticale and Silage Corn.
15

16 6. Easterday failed to pay the Remaining Balances as required by
17 the Contracts. As a result, Weyns filed a preparer lien claim with the
18 Washington State Department of Licensing on January 29, 2021, DOL Filing
19 No. 2021-029-3216-0, and amended March 4, 2021, to correct addition errors,
20 DOL Filing No. 2021-063-2512-8. A true and correct copy of the preparer
21 lien is attached hereto as Exhibits 1 and 2.
22

23 7. Under Washington law, the preparer lien is a secret super-priority
24 lien which was automatically perfected upon delivery of the Farm Products.
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1 The lien remains a super-priority lien if the lien claimant files a preparer lien
2 with the Washington Dept. of Licensing no later than Twenty (20) days after
3 payment is due.
4

5
6 8. Weyns asserts a continuing preparer lien in the Farm Products
7 and any other farm products with which the Farm Products have been
8 commingled as well as all accounts of Easterday to the fullest extent allowed
9 by Washington law and the Bankruptcy Code.
10
11

12
13 9. Under RCW 60.13.060 a party holding a perfected preparer lien
14 must institute an action to foreclose the lien prior to the expiration of the later
15 of: (a) attachment of the lien; or (b) filing of the preparer lien statement. As
16 Weyns filed its lien on January 29, 2021, a foreclosure lawsuit must be filed
17 no later than March 20, 2021.
18
19
20
21

22 10. 11 U.S.C. §546(b) generally provides that a party who under
23 State or other applicable non-bankruptcy law would be required to commence
24 a lawsuit in order to preserve or protect its lien claims, shall instead preserve
25 its lien claims/rights by giving notice to the Trustee of its claims.
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1 11. Weyns intends to assert its lien rights as provided by Washington
2
3 law. Weyns hereby provides this notice in order to preserve all of its lien
4
5 claims and rights, including the right to assert super-priority status of its liens.

6 ///End of Body of Document///
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411 North 2nd St.
Yakima, Washington, 98901
(509) 248-4282

1 DATED this 4th day of March, 2021

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4 
5 /s/ Steven H. Sackmann
6 Steven H. Sackmann (WSBA 00618)
7 Sackmann Law Offices

8
9 /s/ Roger W. Bailey
10 Roger W. Bailey (WSBA 26121)
11 Bailey & Busey PLLC
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EXHIBIT "1"
UCC PREPARER LIEN



411 North 2nd St.
Yakima, Washington, 98901
(509) 248-4282

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Steven H. Sackmann (509)488-5636
B. E-MAIL CONTACT AT FILER (optional) steve@sackmannlaw.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Sackmann Law, PLLC PO Box 409 Othello WA USA 99344

Date of Filing : 01/29/2021
Time of Filing : 03:44:00 PM
File Number : 2021-029-3216-0
Lapse Date : 01/29/2026

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME EASTERDAY RANCHES, INC., a Washington Corporation					
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 5235 Industrial Way		CITY Pasco	STATE WA	POSTAL CODE 99301	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME WEYNS FARMS, LLC, a Washington Limited Liability Company					
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS 8289 Kulm Road SE		CITY Othello	STATE WA	POSTAL CODE 99344	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

100% of product delivered will be paid on or about December 31, 2020.
Silage Triticale: Approximately 10,848.16 tons @ \$22.84 = \$247,771.97 (Exhibit "A")
Per Contract attached as Exhibit "B"
Silage Corn: Approximately 6,344.44 tons @ \$28.55 per ton = \$181,133.76 (Exhibit "C")
Per Contract attached as Exhibit "D"
Pursuant to RCW 60.13.030.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input checked="" type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser	
8. OPTIONAL FILER REFERENCE DATA: Weyns Farms / Easterday Ranches #7807-21	

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

EASTERDAY RANCHES, INC., a Washington Corporation

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

Date of Filing : 01/29/2021

Time of Filing : 03:44:00 PM

File Number : 2021-029-3216-0

Lapse Date : 01/29/2026

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR 10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR 11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:
See Attachment "A"

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (Form UCC1Ad) (Rev. 04/20/11)

International Association of Commercial Administrators (IACA)

PAGE 2 OF 13

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EXHIBIT "A"

**UCC PREPARER LIEN
(Weyns Farms LLC / Easterday Ranches Inc.)**

Miscellaneous (Continuation of Language)

100% of product delivered will be paid on or about December 31, 2020.

Silage Triticale: Approximately 10,848.16 tons @ \$22.84 = \$247,771.97 (See Exhibit "A")

Per Contract attached as Exhibit "B"

Silage Corn: Approximately 6,344.44 tons @ \$28.55 per ton = \$181,133.76 (See Exhibit "C")

Per Contract attached as Exhibit "D"

Pursuant to RCW 60.13.030.

The amount claimed is a true and bona fide existing debt as of the date of the filing of the notice evidencing the lien. The act of filing this notice constitutes the present intention of the producer that the statements there are true and adopted by the producer as its own.

EXHIBIT "A"

WEYNS FARMS
2020 TRITICALE LOAD RECORDS

SUMMARY TO WEYNS FEEDLOT

FIELD	DATE	ACRES	TOTAL BUSHEL	bushels per acre	TOTAL LB	TONS	TONS/A	Moisture	Dry Matter	Adj. Tons
B88 U84		100	11394.91	113.95	638,120.00	319.06	3.53	64.00	36.00	353.42
B87 U81		142	81398.71	573.23	4,558,364.00	2,279.18	13.74	72.17	27.83	1,951.68
B88 U83E		90	48311.17	536.79	2,705,447.00	1,352.72	16.07	65.25	34.75	1,446.37
B80 U90		63	37459.34	594.59	2,097,740.00	1,048.87	12.93	74.75	25.25	814.89
TOTAL		395	178564.13		9,999,671	4,999.84	12.66			4,566.37

*** For crop insurance: If you have it adjusted to 67.5% and you submit that to us with it already adjusted that's the number that's used. -Lou

SUMMARY RESULTS FROM EASTERDAY FARMS

FIELD	ACRES	TONS	ACTUAL MOIST	ACTUAL DM	CONTRACT MOIST	CONTRACT DM	CONTRA CT DM	SHRINK CALC	ADJUSTED TONS	Del'd to Weyns	Total Adj Tons	Adj Tons/Ac
B88 U84	100	894.1	56.30	43.70	67.5	32.5	134.46%		1202.22	353.42	1555.64	15.56
B87 U81	142									1951.68	1951.68	13.74
B45 U168	20	289.62	62.12	37.88	67.5	32.5	116.55%		337.56		337.56	16.88
B45 U181	70	1084.5	70.90	29.10	67.5	32.5	89.54%		971.04		971.04	13.87
B49 U221-222	160	2207.31	63.12	36.88	67.5	32.5	113.48%		2504.79		2504.79	15.65
B46 U166	123	1041.8	60.50	39.50	67.5	32.5	121.54%		1266.19		1266.19	10.29
B88 U83E	90									1446.37	1446.37	16.07
B80 U90	63									814.89	814.89	12.93
Total Acres	768									4566.36	10848.16	
Price @ Close of Market September 15th for December Contract \$3.66/Bushel or \$22.84/tc Tons per Acre											14.13	
50% Due Nov 30												
50% Due Dec 31												
											\$247,771.97	

2020 Easterday Ranches Triticale Silage Pricing Formula

Total Adjusted Tons				10848.16
Tons	Price	x 7.8	x 80%	
10848.16	3.66	28.55	22.84	\$247,771.97

EXHIBIT "B"

CONTRACT NO.

EASTERDAY RANCHES, INC
SILAGE TRITICALE CONTRACT, 2020

THIS CONTRACT is made between Easterday Ranches, Inc. (Buyer) and
Weylis Farms, LLC (Grower).

A. Description of Property: Grower agrees to plant and harvest silage triticale on land owned or controlled by Grower as follows:

Number of Acres 223 Number of tons 12,000⁴ County Royal = 395
Township/Block/Range (unit) _____ Section _____ East of Kelle = 178
South of Kelle = 250

B. Seed. Grower shall purchase certified silage triticale seed; the type and variety at grower's choice.

C. Acts of God, weather and other facts will in part determine total production. Grower is not obligated to deliver any specific amount of production. However, it shall be the grower's obligation to deliver 100% of the harvested silage triticale.

D. 100% of silage triticale production shall be harvested by Easterday Ranches Inc. equipment to the collection points at Easterday Ranches, Inc. It is intended the silage triticale delivered shall be that grown under this contract, unless modified in writing by Buyer and Grower.

E. Grower will provide disk for edge's on any truck roads.

F. The net weight to be paid to Grower shall be based on 67.5% moisture. The gross weight will be adjusted accordingly based on the actual moisture content at time of harvest.

G. Price to be determined by CME by Dec 2019 corn x 7.80. This formula will determine price per ton of silage at 67.5% moisture. This price x 80% will be price for silage triticale. Grower has the option to price during trading hours until September 15, 2020.

H. Payment. Payment to Grower will be as follow:

(1) 50% of total purchase price will be paid to Grower November 30.

(2) Remaining 50% will be paid to Grower 60 December 31.

I. This contract is not assignable without the written consent of Buyer.

J. No liens. Grower represents that he/it owns and has the right to sell the silage triticales contracted herein, and at the date of this agreement the crop is not subject to any liens, chattel mortgage or other encumbrance except _____ and
Grower agrees that he/it will not encumber this crop in any manner or sell, assign, transfer, surrender or otherwise impair his/its ownership or right to possess and sell the silage triticales, without Buyer's written consent.

K. This contract and its terms are accepted by both parties.

Buyer:

Grower:

EASTERDAY RANCHES, INC.

By _____
Title _____

By Ways Farms LLC Kent Hays
Title Manager

Address: 5235 N Industrial Way
Pasco, WA 99301

Address: _____

Phone: 509-547-9600

Phone: _____

Fed.ID 91-0924272

Fed.Id _____

EXHIBIT "C"

Weyns Feedlot

SUMMARY

FIELD	DATE	ACRES	TOTAL LB	TONS	TONS/A	MOISTURE	DRY MATTER	SHRINK CALC	ADJ TONS	TOTAL LOADS
B88 U84	10/17/20	100	3,269,447	1,634.72	16.35	49.50	50.50	155%	2,540.11	94
B87 U79	10/20/20	60	1,672,900	836.45	13.94	58.34	41.66	128%	1,072.20	51
B88 U83E	10/19/20	90	3,624,259	1,812.13	20.13	51.00	49.00	151%	2,732.13	98
B87 U70	10/21/20	64	1,713,150	856.58	13.38	52.00	48.00	148%	1,265.10	56
TOTAL		314	8,566,606	4,283.30	13.64				6,344.44	299

*** For crop insurance: If you have it adjusted to 67.5% and you submit that to us with it already adjusted that's the number that's used. -Lou

sept 15 cme price per ton total due
\$3.66 \$28.55 \$181,133.76

PRICE TO BE DETERMINED by CME by Dec 2020 corn x 7.80. This price will determine price per ton of silage at 67.5% moisture. This price x 80% will be price for silage triticale.

EXHIBIT "D"

CONTRACT NO. _____

**EASTERDAY RANCHES, INC
SILAGE CORN CONTRACT, 2020**

THIS CONTRACT is made between Easterday Ranches, Inc. (Buyer) and
Whyns Farms (Grower).

A. Description of Property: Grower agrees to plant and harvest silage corn on land owned or controlled by Grower as follows:

Number of Acres 500 Number of tons 17,500 County Grant/Adams
Township/Block/Range (unit) _____ Section _____

B. Seed. Grower shall purchase certified silage corn seed, the type and variety at grower's choice.

C. Acts of God, weather and other facts will in part determine total production. Grower is not obligated to deliver any specific amount of production. However, it shall be the grower's obligation to deliver 100% of the harvested silage corn.

D. 100% of silage corn production shall be harvested by Easterday Ranches Inc. equipment to the collection points at Easterday Ranches, Inc. It is intended the silage tritcale delivered shall be that grown under this contract, unless modified in writing by Buyer and Grower.

E. Grower will provide disk for edges on any truck roads.

F. The net weight to be paid to Grower shall be based on 67.5% moisture. The gross weight will be adjusted accordingly based on the actual moisture content at time of harvest.

G. Price to be determined by CME by Dec 2019 corn x 7.80. This formula will determine price per ton of silage at 67.5% moisture. Grower has the option to price during trading hours until September 15, 2020.

H. Payment. Payment to Grower will be as follow:

(1) 50% of total purchase price will be paid to Grower November 30.

(2) Remaining 50% will be paid to Grower 60 December 31.

I. This contract is not assignable without the written consent of Buyer.

J. No liens. Grower represents that he/it owns and has the right to sell the silage corn contracted herein, and at the date of this agreement the crop is not subject to any liens, chattel mortgage or other encumbrance except _____ and Grower agrees that he/it will not encumber this crop in any manner or sell, assign, transfer, surrender or otherwise impair his/its ownership or right to possess and sell the silage corn, without Buyer's written consent.

K. This contract and its terms are accepted by both parties.

Buyer:

EASTERDAY RANCHES, INC.

By _____
Title _____

Address: 5235 N Industrial Way
Pasco, WA 99301

Phone: 509-547-9600

Fed.ID # 91-0924272

Grower: Woyne Farms

By [Signature]
Title member

Address: 8289 Hulm Rd. SE
Ortella, Wa

Phone: 509-346-9352

Fed.Id # 91-1669428

EXHIBIT "2"
UCC PREPARER LIEN

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Yakima, Washington, 98901
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NOTICE

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Steven H. Sackmann (509)488-5636
B. E-MAIL CONTACT AT FILER (optional) steve@sackmannlaw.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Sackmann Law, PLLC PO Box 409 Othello WA USA 99344

Date of Filing : 03/04/2021
Time of Filing : 06:26:00 PM
File Number : 2021-063-2512-8
Lapse Date : 01/29/2026

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2021-029-3216-0

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record

☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c

☐ ADD name: Complete item 7a or 7b, and item 7c

☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. ☒ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☒ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

100% of product delivered will be paid on or about December 31, 2021.

Silage Triticale: Approximately 10,848.16 tons @ \$22.84 = \$247,771.97 (See Exhibit "A")

Per Contract attached as Exhibit "B"

Silage Corn: Approximately 7,609.54 tons @ \$28.55 per ton = \$217,252.37 (See Exhibit "C")

Per Contract attached as Exhibit "D"

Pursuant to RCW 60.13.030

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

WEYNS FARMS, LLC, a Washington Limited Liability Company

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

Weyns Farms, LLC / Easterday Ranches #7807-21 Preparer Lien

EXHIBIT "A"

**UCC PREPARER LIEN
(Weyns Farms LLC / Easterday Ranches Inc.)**

Miscellaneous (Continuation of Language)

100% of product delivered will be paid on or about December 31, 2020.

Silage Triticale: Approximately 10,848.16 tons @ \$22.84 = \$247,771.97 (See Exhibit "A")
Per Contract attached as Exhibit "B"

Silage Corn: Approximately 7,609.54 tons @ \$28.55 per ton = \$217,252.37 (See Exhibit "C")
Per Contract attached as Exhibit "D"

Pursuant to RCW 60.13.030.

The amount claimed is a true and bona fide existing debt as of the date of the filing of the notice evidencing the lien. The act of filing this notice constitutes the present intention of the producer that the statements there are true and adopted by the producer as its own.

EXHIBIT “A”

WEYNS FARMS
2020 TRITICALE LOAD RECORDS

SUMMARY TO WEYNS FEEDLOT

FIELD	DATE	ACRES	TOTAL BUSHELS	bushels per acre	TOTAL LB	TONS	TONS/A	Moisture	Dry Matter	Adj. Tons
B88 U84		100	11394.91	113.95	638,120.00	319.06	3.53	64.00	36.00	353.42
B87 U81		142	81398.71	573.23	4,558,364.00	2,279.18	13.74	72.17	27.83	1,951.68
B88 U83E		90	48311.17	536.79	2,705,447.00	1,352.72	16.07	65.25	34.75	1,446.37
B80 U90		63	37459.34	594.59	2,097,740.00	1,048.87	12.93	74.75	25.25	814.89
TOTAL		395	178564.13		9,999,671	4,999.84	12.66			4,566.37

*** For crop insurance: If you have it adjusted to 67.5% and you submit that to us with it already adjusted that's the number that's used. -Lou

SUMMARY RESULTS FROM EASTERDAY FARMS

FIELD	ACRES	TONS	ACTUAL MOIST	DM	CONTRACT MOIST	CONTRA CT DM	SHRINK CALC	ADJUSTED TONS	Del'd to Weyns	Total Adj Tons	Adj Tons/Ac
B88 U84	100	894.1	56.30	43.70	67.5	32.5	134.46%	1202.22	353.42	1555.64	15.56
B87 U81	142								1951.68	1951.68	13.74
B45 U168	20	289.62	62.12	37.88	67.5	32.5	116.55%	337.56		337.56	16.88
B45 U181	70	1084.5	70.90	29.10	67.5	32.5	89.54%	971.04		971.04	13.87
B49 U221-222	160	2207.31	63.12	36.88	67.5	32.5	113.48%	2504.79		2504.79	15.65
B46 U166	123	1041.8	60.50	39.50	67.5	32.5	121.54%	1266.19		1266.19	10.29
B88 U 83E	90								1446.37	1446.37	16.07
B80 U 90	63								814.89	814.89	12.93
Total Acres	768									10848.16	
Price @ Close of Market September 15th for December Contract \$3.66/Bushel or \$22.84/lc Tons per Acre											
Total Tons 6281.80											
Price @ Close of Market September 15th for December Contract \$3.66/Bushel or \$22.84/lc Tons per Acre											
Total Tons 6281.80											
50% Due Nov 30											
50% Due Dec 31											
										\$247,771.97	

2020 Easterday Ranches Triticale Silage Pricing Formula

Total Adjusted Tons				10848.16			
Tons	Price	x 7.8	x 80%	Tons	Price	x 7.8	x 80%
10848.16	3.66	28.55	22.84	10848.16	3.66	28.55	22.84
				\$247,771.97			

EXHIBIT "B"

CONTRACT NO.

EASTERDAY RANCHES, INC
SILAGE TRITICALE CONTRACT, 2020

THIS CONTRACT is made between Easterday Ranches, Inc. (Buyer) and
Weyns Farms, LLC (Grower).

A. Description of Property: Grower agrees to plant and harvest silage triticale on land owned or controlled by Grower as follows:

Number of Acres 823 Number of tons 12,000⁴ County Royal = 395
Township/Block/Range (unit) _____ Section East Otwell = 178
South Otwell = 250

B. Seed. Grower shall purchase certified silage triticale seed; the type and variety at grower's choice.

C. Acts of God, weather and other facts will in part determine total production. Grower is not obligated to deliver any specific amount of production. However, it shall be the grower's obligation to deliver 100% of the harvested silage triticale.

D. 100% of silage triticale production shall be harvested by Easterday Ranches Inc. equipment to the collection points at Easterday Ranches, Inc. It is intended the silage triticale delivered shall be that grown under this contract, unless modified in writing by Buyer and Grower.

E. Grower will provide disk for edge's on any truck roads.

F. The net weight to be paid to Grower shall be based on 67.5% moisture. The gross weight will be adjusted accordingly based on the actual moisture content at time of harvest.

G. Price to be determined by CME by Dec 2019 corn x 7.80. This formula will determine price per ton of silage at 67.5% moisture. This price x 80% will be price for silage triticale. Grower has the option to price during trading hours until September 15, 2020.

H. Payment. Payment to Grower will be as follow:

- (1) 50% of total purchase price will be paid to Grower November 30.
- (2) Remaining 50% will be paid to Grower 60 December 31.

I. This contract is not assignable without the written consent of Buyer.

J. No liens. Grower represents that he/it owns and has the right to sell the silage triticales contracted herein, and at the date of this agreement the crop is not subject to any liens, chattel mortgage or other encumbrance except _____ and Grower agrees that he/it will not encumber this crop in any manner or sell, assign, transfer, surrender or otherwise impair his/its ownership or right to possess and sell the silage triticales, without Buyer's written consent.

K. This contract and its terms are accepted by both parties.

Buyer:

Grower:

EASTERDAY RANCHES, INC.

By _____
Title _____

By Wynns Farms LLC Kent Hays
Title manager

Address: 5235 N Industrial Way
Pasco, WA 99301

Address: _____

Phone: 509-547-9600

Phone: _____

Fed.ID 91-0924272

Fed.Id _____

EXHIBIT "C"

Weyns Feedlot

SUMMARY

FIELD	DATE	ACRES	TOTAL LB	TONS	TONS/A	MOISTURE	DRY MATTER	SHRINK CALC	ADJ. TONS	TOTAL LOADS
B88 U84	10/17/20	100	3,269,447	1,634.72	16.35	49.50	50.50	155%	2,540.11	94
B87 U79	10/20/20	60	1,672,900	836.45	13.94	58.34	41.66	128%	1,072.20	51
B88 U83E	10/19/20	90	3,624,259	1,812.13	20.13	51.00	49.00	151%	2,732.13	98
B87 U70	10/21/20	64	1,713,150	856.58	13.38	52.00	48.00	148%	1,265.10	56
TOTAL		314	8,566,606	4,283.30	13.64				6,344.44	299

3/4/2021: Correct total is: 7,609.54 Adj. Tons

*** For crop insurance: If you have it adjusted to 67.5% and you submit that to us with it already adjusted that's the number that's used. -Lou

sept 15 cme price per ton total due
\$3.66 \$28.55 \$181,133.76

3/4/2021: Correct total is \$217,252.37 Total Due

PRICE TO BE DETERMINED by CME by Dec 2020 corn x 7.80. This price will determine price per ton of silage at 67.5% moisture. This price x 80% will be price for silage triticale.

EXHIBIT “D”

CONTRACT NO. _____

**EASTERDAY RANCHES, INC
SILAGE CORN CONTRACT, 2020**

THIS CONTRACT is made between Easterday Ranches, Inc. (Buyer) and
Wynns Farms (Grower).

A. Description of Property: Grower agrees to plant and harvest silage corn on land owned or controlled by Grower as follows:

Number of Acres 500 Number of tons 17,500 County Greene/Adams
Township/Block/Range (unit) _____ Section _____

B. Seed. Grower shall purchase certified silage corn seed, the type and variety at grower's choice.

C. Acts of God, weather and other facts will in part determine total production. Grower is not obligated to deliver any specific amount of production. However, it shall be the grower's obligation to deliver 100% of the harvested silage corn.

D. 100% of silage corn production shall be harvested by Easterday Ranches Inc. equipment to the collection points at Easterday Ranches, Inc. It is intended the silage triticales delivered shall be that grown under this contract, unless modified in writing by Buyer and Grower.

E. Grower will provide disk for edges on any truck roads.

F. The net weight to be paid to Grower shall be based on 67.5% moisture. The gross weight will be adjusted accordingly based on the actual moisture content at time of harvest.

G. Price to be determined by CME by Dec 2019 corn x 7.80. This formula will determine price per ton of silage at 67.5% moisture. Grower has the option to price during trading hours until September 15, 2020.

H. Payment. Payment to Grower will be as follow:

(1) 50% of total purchase price will be paid to Grower November 30.

(2) Remaining 50% will be paid to Grower 60 December 31.

I. This contract is not assignable without the written consent of Buyer.

J. No liens. Grower represents that he/it owns and has the right to sell the silage corn contracted herein, and at the date of this agreement the crop is not subject to any liens, chattel mortgage or other encumbrance except _____ and Grower agrees that he/it will not encumber this crop in any manner or sell, assign, transfer, surrender or otherwise impair his/its ownership or right to possess and sell the silage corn, without Buyer's written consent.

K. This contract and its terms are accepted by both parties.

Buyer:

EASTERDAY RANCHES, INC.

By _____
Title _____

Address: 5235 N Industrial Way
Pasco, WA 99301

Phone: 509-547-9600

Fed.ID # 91-0924272

Grower:

Wayne Farms

By [Signature]
Title member

Address: 8289 Hulm Rd. SE
Othello, Wa

Phone: 509-346-9352

Fed.Id # 91-1669428